

PLUMBER'S TRUST IS SCORED

The Jury Will Fix the Damages Today.

WITNESSES DENY ANY COMBINATION

Mark Twain Called it "Legalized Larceny"—Lively Tilt Between Attorneys and Witnesses.

A JURY of twelve men—good and true—will say today whether or not an unlawful conspiracy existed between the Master Plumbers' Association and the Journeymen Plumbers' Union of Honolulu, and if so in what amount Chas. H. Brown was damaged thereby. Whatever damage they find has been sustained will be trebled by Judge Estee, for so the anti-trust law under which the suit is brought provides.

Yesterday's proceedings in the case of Brown vs. Davison et al. were even more interesting than of the previous day. The evidence of the plaintiff being concluded the defendants made a motion for non-suit which was denied, and the testimony of defendants was then presented. The arguments of counsel were concluded before four o'clock and at nine o'clock this morning the jury will be instructed, and retire to consider the facts. The evidence and arguments presented yesterday hardly added any luster to the halo surrounding the plumbing "trust."

W. J. England was the first witness for the plaintiff yesterday morning and he refused to answer questions concerning the agreement made in settlement of the strike on the ground that it would incriminate himself. The court informed him of his privilege and the witness gladly availed himself of the opportunity of escaping an unpleasant task. The agreement was the bone of contention during the entire trial and its mysterious destruction was not explained to the satisfaction of many of the court attendants. Finally Judge Estee took a hand in the matter in an effort to locate the missing document but he was no more successful than the plaintiff.

"Have either of you gentlemen that agreement?" asked the court. "If that is extant, it is the best evidence, and should be introduced in court."

"We would be delighted to produce it," responded Attorney Thompson, "if we but had it."

"I guess there are different kinds of delights in a matter of this kind," remarked the court. "I have been delighted myself under similar circumstances."

"The agreement is not in existence, your Honor," Mr. Thompson then said. "That is sufficient. The statement of any officer of this court will be accepted as the truth," replied Judge Estee.

Mr. England testified that a seventh man had helped to draw up the agreement, but none of the members of either organization outside of the committee knew who this man was. He said that he had employed plumbers before the agreement at five dollars a day, and paid one man six dollars.

John H. Moore, a former employee of Brown, who was called for plaintiff, helped the case of the defendants to some extent.

"When did you quit the employ of Mr. Brown?" asked plaintiff's counsel.

"I never quit him," replied the witness.

"He told me to come to the shop and get my money,"

He testified that he had taken a copy of the agreement and showed it to plaintiff.

"The day before the strike was settled," continued the witness, "I met Mr. Brown and he told me to come and get my money. I asked him to let me finish the job, but he didn't let me."

"Then Mr. Brown discharged you?"

defendant's attorney asked on cross-examination.

"In a way, I should say he did; he told me to get my money."

Then Judge Estee took a turn at the witness.

"Under this contract, Mr. Brown could not employ you, could he?" he asked.

"He didn't say so."

CIRCUS ARRIVES AT HILO.



PLUCKY EXPRESS MESSENGER STANDS OFF TRAIN ROBBERS

A Sensational Railway Hold-Up on the Southern Pacific System Near Eugene, Oregon. Little Booty Was Secured.

EUGENE, Ore., Oct. 23.—The north-bound Southern Pacific Overland Express, which was due here at 3:42 this morning, was held up by robbers near Walker's Station, fifteen miles south of here, at 3 o'clock this morning, and the express car badly damaged, but the booty of the robbers amounted to little. Two men boarded the train at College Grove, climbing on as the train pulled out. After passing Walker's, which is four miles from College Grove, they climbed over the tender and covered Engineer Jack Nichols and the fireman and his helper. The train was ordered stopped, after which the fireman and helper were told to uncouple the train between the express car and the first coach. Engineer Nichols was then ordered to pull ahead, the fireman and helper being left behind. After going a short distance the train was stopped and the robbers proceeded to the express car, taking with them the engineer. The express car was blown open with dynamite, and Express Messenger C. Charles was ordered out, but refused, and with his shotgun commanded the situation inside the car. The robbers ordered him to come out or be blown up with the car, but he responded, "Blow and be d—d." The car was then riddled with rifle bullets, which did not injure the messenger, who kept up a continuous fire from the inside, which held the robbers at bay. A charge of dynamite was then thrown into the car with a burning fuse, but Charles grabbed it and threw it outside, where it exploded. Next, the robbers compelled the engineer to crawl up to the opening inside the car, hoping to use him as a protection from the messenger's shots, but the messenger kept up a steady fire over the engineer's head, and still held the robbers at bay. The robbers then gave up the task of securing the express treasure and went for the mail. They secured the registered mail, then cut the engine out of the rest of the train, and ordered Engineer Nichols to pull ahead. They ran to the logging point, in the outskirts of Eugene, where they disembarked and ordered the engineer to return and get his train. The train arrived here at 7:30, about four hours late. The news was wired from Eugene, and officers were out in search of the robbers early this morning, but as yet have secured no trace of them. They are handicapped by having no description of the men. Poses from both Lane and Douglas counties are out in search of the bandits.

The motion was based on the ground that the plaintiff had failed to establish a contract between the two organizations, or the existence of any contract in restraint of trade. Second, that plaintiff had failed to establish any damage of which the court could take cognizance, and that even if the agreement was proven, the evidence as to damages was so uncertain as to make it impossible to have the jury pass upon it.

Mr. Thompson contended that laboring men and merchants had a right to associate for mutual benefit in any manner as long as it was not in restraint of trade, and in this case it had not been shown that the public was affected. Judge Estee refused to grant the motion, holding that it was a question upon which the jury must pass.

The defendants then began presentation of their case, introducing comparatively little evidence, and that chiefly to show that there were other master plumbers in Honolulu, not members of the association, and that journeymen might be hired by any of them, and that those employed need not be union men.

E. R. Bath testified that he employed three plumbers, who were not members of the union, but upon cross-examination, he admitted that they were paid only \$2.25 per day, the wages of helpers. James Nott, also a master plumber, was the last witness for defendants. He said he was a member of the association, and had suffered no actual loss. Mr. Fitch closed the argument. The case will go to the jury this morning at nine o'clock.

AFTER TWENTY TRIALS.

Civil Suit at Kohala Which Showed Great Endurance.

Carl Smith returned Tuesday from Kohala, coming overland. Last week, Mr. Smith was engaged in the trial of civil cases in the Kohala court. The case of Nettie L. Scott vs. Nahale was tried for the twentieth time and resulted in a victory for the defendant. The case was first tried in 1894 and has been tried over and over on various

points twenty times, two or three of which were in the Supreme Court. The plaintiff originally asked for \$200 damages for alleged injury to crops by the defendant's cattle. The costs on both sides have piled up to a prodigious figure.—Hilo Tribune.

Married in Hawaii.

Miss Lily Woods filed suit yesterday against A. C. Warner for \$4,000 damages for breach of promise. Through her attorney, Leonard S. Clark, the plaintiff alleges that the defendant asked her to engage herself to him in July, 1900, being then about to start for Hawaii. He promised that on his return he would marry her, if she would consent. She did so, and on the 25th of the month he sailed away, not returning until the 2d of September of this year. In the meantime she had remained single in the fond hope of becoming his wife when he should come back, but was grieved finally to learn that he had wedded another while away. That shook her so great, she alleges, that it made her ill, necessitating much expense for medical attendance.

The defendant, it is further stated, is a man of thirty, an expert in sugar making and earning \$150 a month. He had promised her a life of ease, but she now finds herself deserted and obliged to make a living by letting rooms.—Examiner.

SYMPATHY FOR THOSE BEREAVED

Republican Committee Minute Upon the Death of McKinley.

The following is the minute adopted by the Republican Territorial committee upon the death of the President:

"At this the first meeting of the Territorial committee of the Territory of Hawaii, it is fitting that we should enter upon our minutes our heartfelt sorrow at the death of our late beloved President, William McKinley. He was a devoted patriot, a wise statesman, a just ruler and a good man. His loss was not that of this nation alone. His departure from this life was a loss to the human race. In this Territory, the sorrow of our citizens was deep and universal. The simplicity and goodness of his character won our love and drew us to him as unto a tender father. When he died, there was none to utter aught but sorrow and regret, and to mourn with that noble wife, who is left in her loneliness at Canton to dwell upon the tenderness, the solemn awful tenderness of the parting scene. The bed of death, with all its stilled griefs, its noiseless attendance, its mute, watchful amenities. The last testimonies of expiring love. The feeble, fluttering, thrilling, oh how thrilling, pressure of the hand. The last fond look of the glazing eye, turning upon us even from the threshold of existence. The faint, faltering accents, struggling in death to give one more assurance of affection. Sorrowing as we do for the dead President, our hearts are also full of sympathy for the afflicted widow; therefore, be it resolved, that we set aside a page of our minutes for this record, expressing our sense of bereavement at the death of President McKinley, and our sympathy with his noble widow, Mrs. McKinley.

"Resolved, that a copy of this record be sent to Hon. E. A. Hitchcock, Secretary of the Interior, to Hon. M. A. Hanna, chairman of the Republican National Committee, and Mrs. McKinley.

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